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इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।

Separate paging is given to this Part in order that it may be filed as a separate compilation

MINISTRY OF COMMERCE

PUBLIC NOTICE

IMPORT TRADE CONTROL

New Delhi, the 26th April, 1965.

SUBJECT.—*Import of In-edible tallow from U.S.A. under the Agricultural Commodities Agreement signed on 31st December, 1964, between the Government of the United States of America and the Government of India under Title I of the U.S. Agricultural Trade Development and Assistance Act, as amended (P. L. 480)—Purchase Authorisations No. 39-145 and No. 39-145-OT both dated the 18th March, 1965.*

No. 29-ITC(PN)/65.—The following procedure is prescribed and will come into force with immediate effect for import of In-edible tallow from the U.S.A. under the Agreement mentioned above.

2. The import permit (hereinafter referred to as sub-authorisation) will be granted in the form as in Annexure—I and will be governed by the conditions set forth in this notice and in Annexures—II, III, IV and V hereto. Particular attention is invited to the "Special Provisions" set out in Appendices II and IV.

Any further conditions that may become necessary to govern the imports of in-edible tallow from U.S.A. will be published from time to time through the Official Gazette of India.

3. (a) Applications should be made on Form 'B' prescribed under Appendix 6 of the Import Trade Control Policy Book for the licensing period April, 1964—March, 1965.

(b) Application form should clearly state the contracting and shipping period on the following basis:—

"In-edible Tallow to be contracted for between 25th March, 1965 and 31st May, 1965 (inclusive), for shipment between 25th March, 1965 and 30th June, 1965 (inclusive)".

(c) A Bank guarantee in the following form should be attached with the application form:—

"We hereby guarantee that in respect of in-edible tallow imported under the *sub-authorisation (import permit) granted in terms of this application*, the rupee equivalent of the dollar disbursement representing the net f.o.b. commodity cost in the invoice, made by the U.S. Bank under the letters of credit established against the letter of commitment issued by the C.C.C., at the dollar ready selling rate of exchange for drafts and T.T. prevalent on the date of dollar disbursement by the U.S. designated bank as indicated in the U.S. dollar rate list circulated by the Foreign Department of the State Bank of India, Calcutta, will be deposited in the account "The U.S. Disbursing Officer, American Embassy, Ney Delhi, in the Reserve Bank of India, New Delhi immediately on receipt of the shipping documents. We also guarantee that the rupee equivalent of the dollar amount representing the ocean transportation which is initially paid by the U.S. designated bank against letter of credit established against ocean transportation purchase authorisation No. 39-145-OT assigned to that bank and which is subsequently reimbursed by C.C.C. (which will exclude freight differential, if any) at the dollar ready selling rate of exchange for drafts and T.T. prevalent on the date of reimbursement of the dollar amount by the C.C.C. to the U.S. designated bank as indicated in the U.S. dollar rate list issued by the State Bank of India, Foreign Department, Calcutta, will be deposited in the account "the U.S. Disbursing Officer, American Embassy, New Delhi" in the Reserve Bank of India, New Delhi immediately upon receipt of notification from the U.S. designated bank".

(d) Applications (in triplicate) duly filled in, as required in the Import Trade Control Policy Book for the licensing period April, 1964—March, 1965 should be despatched by the Registered post with acknowledgement due, to the Chief Controller of Imports and Exports, New Delhi, through the Oils and Food Directorate, Dte. General of Technical Development, Ministry of Industry and Supply, Udyog Bhavan, New Delhi.

(e) Every unit which will be getting the allotment of Tallow will be required to give an undertaking to the Government that it will be the responsibility of the individual units and the Non-Power Soap Manufacturers' Association in respect of the allotments made to the soap making units in the small scale sector to see that the tallow is consumed for the purpose for which it is intended, *viz.*, actual use in the manufacture of soap in the case of Soap-makers and in the case of fat-splitting units that it is intended only for splitting the tallow into fatty acids and glycerine and in the case of small-scale units the resulting fatty acids and tallow will be used for the manufacture of Soap.

4. As soon as sub-authorisation is issued, the importer should request the nominated bank in India to arrange for issuance of the letter of credit on the designated U.S. Bank, through the Directorate of Oils and Food, Dte. General of Technical Development, New Delhi, for the commodity cost against P.A. No 39-145 and Ocean transportation against P.A. No. 39-145-OT. The name of the U.S. designated bank will be notified later. The Directorate of Oils and Food will inform the American Bank concerned of the authority for opening letter of credit by the Indian Bank, indicating the relevant P.A. No. Sub-authorisation No. amount and other details. The Indian Bank will then arrange with the designated U.S. Bank for the establishment of letters of credit in favour of the supplier/carrier concerned within the amount allocated. The cables and/or Air

mail charges that may be incurred by the Directorate of Oils and Food in connection with the issuance of the letters of credit on the U.S. Bank will be on the importer's account.

5. The shipping documents will, as usual, be sent by the U.S. Bank to the importers' Bank in India. Immediately upon receipt of these documents, the Bank in India should credit into the account of the U.S. disbursing Officer, American Embassy, New Delhi in the Reserve Bank of India, New Delhi, the rupee equivalent of the dollar disbursement representing the net f.o.b. commodity cost in the invoice, made by the U.S. Bank under the letters of credit established against the letter of commitment issued by C.C.C., at the dollar ready selling rate of exchange for drafts and T.T. prevalent on the date of each dollar disbursement by the U.S. Bank. Similarly, immediately upon receipt from the U.S. designated bank of notification of reimbursement by C.C.C the bank in India should credit into the account of the U.S. Disbursing Officer, American Embassy, New Delhi in the Reserve Bank of India, New Delhi, the rupee equivalent of the dollar amount representing the ocean transportation (excluding freight differential, if any) reimbursed by the C.C.C., against Ocean Transportation Purchase Authorisation No. 39-145-OT assigned to that Bank, at the dollar ready selling rate of exchange for drafts and T.T. prevalent on the date of reimbursement of the dollar amount by the C.C.C., to the U.S. designated Bank. In either case, the rate of exchange aforesaid will be the rate indicated for that date in the U.S. dollar rate lists circulated by the Foreign Department of State Bank of India, Calcutta.

6. As soon as the rupee equivalent of the net f.o.b. commodity cost and/or the net ocean transportation cost is credited into the U.S. Account, the Banks in India must inform the Directorate of Oils and Food, Dte. General of Technical Development, Ministry of Industry & Supply, Udyog Bhavan, New Delhi, accordingly enclosing the receipts from the Reserve Bank of India, New Delhi. and furnishing further the following information:—

(a) FOR RUPEE DEPOSITS FOR COMMODITY COST

(i) Name of the importer.

(ii) Purchase Authorisation Number.

(iii) Sub-authorisation Number.

(iv) Letter of Credit Number.

(v) Name of Vessel.

(vi) Quantity of in-edible tallow covered by the dollar disbursement

(vii) Dollar amount disbursed by U.S. Bank.

(viii) Date of dollar Disbursement by the U.S. Bank.

(ix) Applicable exchange rate current on the date of dollar disbursement, as notified by the Foreign Department of the State Bank of India, Calcutta.

(x) Rupee equivalent of the dollar disbursement calculated at the rate of exchange current on the date of dollar disbursement as notified by the Foreign Department of the State Bank of India, Calcutta.

(xi) Amount of Rupees deposited.

(xii) Date of deposit of rupees.

(b) FOR RUPEE DEPOSITS FOR OCEAN TRANSPORTATION

(i) Name of the importer.

(ii) Purchase Authorisation Number.

(iii) Letter of Credit Number.

(iv) Sub-authorisation Number.

(v) Name of the Vessel.

(vi) Quantity of In-edible Tallow in respect of which the transportation cost has been reimbursed by C.C.C., in dollars.

(vii) Dollar amount reimbursed by C.C.C.

(viii) Date of dollar reimbursement by C.C.C.

(ix) Exchange rate current on the date of dollar reimbursement as notified by the State Bank of India, Foreign Department, Calcutta.

(x) Rupee equivalent of the dollar reimbursement by C.C.C., (after deducting the ocean freight differential, if any) calculated at the rate of exchange current on the date of dollar reimbursement as notified by the State Bank of India, Foreign Department, Calcutta.

(xi) Amount of rupees deposited.

(xii) Date of deposit.

(xiii) Amount of foreign currency remitted from India for freight not financed by the C.C.C.

(c) PART I—SHIP ARRIVALS AND UNLOADINGS

For each Vessel arriving with Title I PL. 480 cargo, show :

Name of Vessel.	Date of arrival.	Port of arrival.	Commodity.	Metric tons.	Condition.	Date of un-loading completed.	Desposition of cargo

b*—Stored, distributed locally, shipped to ————————————————.

PART II—COMPLIANCE WITH PL, 480 REQUIREMENTS ON RESALE:

Statement with reference to:

(1) Measures to prevent the resale or transhipment to other countries of commodities furnished.

(2) Assurances that shipments have not resulted in increased availability for export from India of these or like commodities; conclusions to this effect should be supported by statistics and by reference to means used to carry out this provision.

PART III—COMPLIANCE WITH PL. 480 REQUIREMENTS ON USUAL MARKETINGS:

Statement showing progress made toward fufilling commitments on usual marketings.

This information should also be repeated to the disbursing Officer, U.S. Embassy, New Delhi (in duplicate). It will be the sole responsibility of the importer and/or his bankers in India to deposit the correct rupee amount in the U.S. Disbursing Officer's Account. The Bank guarantees will be released by the Industrial Adviser (Chemicals) Dte. of Oils & Food, Directorate General of Technical Development, New Delhi only after verification of the rupee deposits made in the U.S. Disbursing Officer's Account with the Reserve Bank of India, New Delhi, for cost transportation of In-edible Tallow.

7. (a) No contract entered into before 25th March, 1965 will be eligible for being financed under the Purchase Authorisations No. 39-145.

(b) Contract must be made on or before 31st May, 1965 at a fixed price. Also it should be registered in the Oils and Food Directorate, Dte. General of Technical Development, New Delhi.

8. (a) The importers should send to the Industrial Adviser (Chemicals) Directorate of Oils and Food, Dte. General of Technical Development, New Delhi, and Agricultural Attache, U.S. Embassy, New Delhi a copy each of the impartial Controller's report or Arbitrator's Report, if any, and the Debit note in respect of claims for damage or deficiency.

(b) All claims by importers for adjustment refunds arising out of the terms of the contract or out of the normal customs of the trade, including arbitration and appeal awards, amicable allowances and claims for over payment of ocean transportation shall be settled by payment in United States Dollars and such payment shall be remitted by the supplier for the account of the importer to the concerned Bank of India of the importer. This bank is to be named by the importer on his notice of claim. *It is imperative that importers should receive the dollar claims in India and should in no case arrange for their being credited to their accounts with the suppliers.* Immediately upon settlement of claim for damage and deficiency in quality and weight, the importer should notify the Directorate of Oils and Food, Dte. General of Technical Development of the details in the form as per *Annexure III duly endorsed by the Bank with whom dollar amounts have been deposited.*

9. The importer and/or the bank concerned must furnish the Directorate of Oils and Food, Dte. General of Technical Development, any information which it may require in connection with the import of In-edible Tallow under the above mentioned programme.

10. The issue of sub-authorisation will be stopped immediately the monetary ceiling allocated for this purpose is reached.

11. Subject to any change that may be deemed necessary and which will be notified at the appropriate time, the procedure herein prescribed shall apply *mutatis mutandis* to all further Purchase Authorisations for import of In-edible Tallow that may be issued under the Agricultural Commodities Agreement of 30th September 1964 as amended on 31st December 1964.

ANNEXURE I

SUB-AUTHORISATION NO. ———————— DATED ————————
(ISSUED UNDER PURCHASE AUTHORISATION NO. 39-145 dated 18-3-1965)

GOVERNMENT OF INDIA

(IMPORT TRADE CONTROL)

IMPORT PERMIT

(INEDIBLE TALLOW IMPORTS FROM U.S.A.)

Issued under provisions of Import & Export Control Act, 1947, as amended from time to time and without prejudice to the application or any other prohibition or regulation affecting the importation of In-edible Tallow as the case may be which may be in force at the time of its arrival. The Government of India are pleased to permit.

Messrs:—

Address:—

Income Tax Verification No.

to import in-edible tallow to the extent indicated below.

Subject to the condition prescribed in C.C.I. & E.

Public Notice No. ————————ITC(PN)/65 dated ———————— and any other conditions that may further be prescribed in this behalf by the Government of India from time to time through Official Gazette.

Description of Commodity :— Metric tons Id-edible Tallow (Approx.) of

Source :— U.S.A.

Contracting period from 25th March, 1965 ending 31st May, 1965

Delivery period from 25th March, 1965 ending 30th June, 1965.

Amount of Dollars sub-authorised:—U.S. Dollars

Rupee equivalent: Rs.

Banking Institutions to handle financing
Bank in India
U.S. Bank

Basis of Delivery

Port of entry into India

Limiting factor for purposes of clearance through Customs————————value only.

Chief Controller of Imports & Exports
New Delhi.

ANNEXURE II

1. **General.**—(a) For imports under this programme the sub-authorisation will be issued in duplicate, one for customs and the other for the rupee payments.

(b) The sub-authorisation is not transferable except with the permission of the Chief Controller of Imports and Exports, New Delhi or a person duly authorised by him.

(c) Any un-authorised alteration or erasure in this permit shall render it null and void.

(d) No remittance of foreign exchange whatsoever is to be made against the sub-authorisation except to the extent specified in para 3(e) (ii) below but the importer is required to deposit the rupees as specified in the notice.

(e) The Chief Controller of Imports and Exports, New Delhi may supplement, modify or revoke the sub-authorisation at any time under special consideration.

2. **Special provisions.**—(a) Imports under this programme will be limited to inedible tallow of specifications mentioned in Rule 4 of "Rules Relating Business Among Members of the New York Produce Exchange in Animal Oils and Fats (Export Contract for bulk tallows and Greases).

Tallow	Titre	F.F.A.	F.A.C. colour	MIU (All basis, no reciprocal allowance to seller)
1. Extra Fancy. . . .	43.0°C Min.	3.0% Max.	5 Max.	1%
2. Industrial Extra Fancy .	42.5°C Min.	3.0% Max.	5 Max.	1%
3. Industrial Fancy .	42.0°C Min.	3.0% Max.	5 Max.	1%
4. Fancy . . .	43.5°C Min.	4.0% Max.	7 Max.	1%
5. Choice . . .	41.0°C Min.	5.0% Max.	9 Max.	1%

(b) The tallow shall be imported in bulk and when imported in drums, it shall be packed in 50/55 gallon new and/or reconditioned drums only.

(c) The drawing of samples and laboratory analysis shall, in all cases, be performed by the Inspection Branch of the Meat Grading Livestock Division, C & MS, U.S.D.A.

(d) The importer shall procure and forward to the Directorate of Oils and Food, Dte. General of Tech. Development, Ministry of Industry & Supply, Udyog Bhavan, New Delhi, as soon as possible after each shipment of Tallow is effected, the following documents relevant to that shipment:—

(i) One copy each of the following shipping documents:

(a) Supplier's detailed invoice showing quantity, description, contracted price (F.O.B.) and net invoice price (expressed in dollars) of the commodity, and where the ocean transportation is financed under the Purchase Authorisation No. 39-145-CT the additional certificate required under para 3(c) thereof.

(b) Ocean bill of lading showing freight prepaid/payable and basis thereof.

(c) Insurance certificate.

(ii) One copy of the Commodity Inspection certificate (GR-133) issued by the Inspection Branch of the Meat Grading Livestock Division, C & MS. U.S.D.A.

(iii) In the case of bulk tallow—one copy of weight Certificate or Survey Report conforming to the requirement under para 4(c) of the Purchase Authorisation No. 39-145 in case of Tallow in drums—one copy each of (a) Weight

Certificate, and (b) Independent Surveyor's Certificate, stating that the drums were new, and otherwise conforming to the requirement under para 4(d) of the Purchase Authorisation No. 39-145.

(c) The purchase and import of inedible tallow under this programme shall be effected by the (1) Indian Soap and Toiletries Manufacturers' Association, Calcutta and (2) the Non power Soap Manufacturers Association, Bombay and the tallow so imported shall be allocated by the said Associations to their member-factories and to such other Soap manufacturers as are not members of the either Association, on mutually acceptable terms and/or in accordance with the directions of the Oils and Food Directorate, Dtc. General of Technical Development Udyog Bhavan, New Delhi.

3. **Contract with suppliers (Exporters) and carriers.**—(a) No contract entered into before 25th March, 1965 will be eligible for being financed under this sub-authorisation.

(b) Contracts must be made on or before 31st May, 1965 at a fixed price.

(c) The importer should inform the suppliers that the transaction will be financed in terms of the Agricultural Commodities Agreement between the Government of the United States and the Government of India signed on 30th September, 1965 the United States Public Law 480. The importer, the supplier and the carrier must strictly follow the Regulations governing the Sales of Agricultural Commodities for Foreign currencies issued by the U.S. Department of Agriculture as amended from time to time. The importer should also intimate to the supplier/carrier the relevant Purchase Authorisation numbers and instruct him of the special provisions for carrying out the transactions.

The value of the in-edible tallow imported should, in no case, exceed the dollar amount sub-authorised.

(d) Within a week of the expiry of the contracting period mentioned in the sub-authorisation, the importer shall report to the Oils and Food Dte., the total value of the goods contracted for, mentioning the Serial No. of the sub-authorisation.

(e) Contracts for the procurement of the Commodity shall be separate and apart from the ocean transportation contract. The importer must advise the supplier that atleast 50% of the tonnage of the commodity purchased hereunder must be shipped on privately owned United States Flag Commercial Vessels. For full instructions in this connection please refer to para 6 of Purchase Authorisation. No. 39-146 annexed hereto according to which advance approval of charters and bookings must be obtained from the Director, Programme Operations division, Foreign Agricultural Service, U.S. Department of Agriculture, Washington D.C., 20250. Further procedure will be as follows:—

(1) **Ocean Transportation for consignments required to be shipped by U.S. flag vessels.**—In this case the Ocean transportation will be paid initially by the U.S. designated bank against letters of credit established against ocean transportation Purchase Authorisation No. 39-145 OT assigned to that Bank, who will get it re-imbursed from the C.C.C. The approval obtained by the supplier for vessel booking will state the amount of ocean freight differential, if any, which the C.C.C. will recognise and absorb as existing between the prevailing foreign flag vessel rate and the U.S. flag vessel rate. The amount of such a differential will be re-imbursed separately by C.C.C. and will not be included in the dollar amount of re-imbursement for which rupees have to be deposited into the U.S. Disbursing Officer's Account.

(ii) **Ocean Transportation for consignments not required to be shipped on U.S. flag vessels.**—Ocean freight on such transportation will not be re-imbursed by the C.C.C. against P.A. No. 39-145-CT and will have to be remitted by the importer through his bank in India for which necessary foreign exchange will be made available to the importer. The goods not shipped on U.S. Flag vessels should be shipped on Indian Vessels to the extent that such Indian Vessels are available at competitive and reasonable rates of freight. When no Indian vessel sailing from the particular port of exit in the U.S.A. to the desired port of entry in India is available at competitive and reasonable rates, a certificate may be obtained by the importer/suppliers from the Indian Shipping Company/Companies operating at the port of exit in the U.S.A. or from the Secretary, Shipping Coordination Committee, New Delhi. If the non-availability of Indian ships at

competitive and reasonable rates is established in this manner, importer/suppliers may ship the goods in such non-Indian ships, as may not have been declared ineligible by AID.

(f) The importer shall advise the shipper to Air-mail at the time of *lading* two copies of photostat of the ocean or charter party bill of lading or airway bill to the Directorate of Oils and Food, Dte. General of Technical Development, Ministry of Industry & Supply, Udyog Bhavan, New Delhi.

(g) The contract for the commodity with the supplier should provide that payment shall be cash against sight draft supported by necessary documents on a banking institution, indicate in the sub-authorisation, in the U.S.A.

(h) *Other conditions will be as specified in Purchase Authorisations No. 39-145 and No. 39-145-OT annexed hereto—(and marked as Annexures IV and V respectively). The importer should fully familiarise themselves with all the regulations governing the sales or Agricultural commodities issued by the USDA are violated. This is important.*

4. **Purchase price.**—The purchase in U.S.A. can be made freely at the prevailing U.S. market price.

ANNEXURE III.

Statement showing position of claims received by the Importers in India in respect of Inedible tallow imported against PA No. 39-145 under Public Law 480

S.No.	Name of the importer	Sub-authorisation No.	No. & date of Supplier's Invoice relating to the shipment	Invoice value in $	DETAILS OF		
					Rate of exchange at which rupee deposits were made $-100Rs.	Debit note No. and Date	
1		2	3	4	5	6	7

CLAIMS			Whether the amount mentioned in column 9 received in India in U. S. Dollars and deposited in the importers' Banik	Equivalent rupee amount credited to importers accounts indicating rate of Exchange	REMARKS
Amount Claimed $	Amount paid $	Reasons for claim or adjustment			
8	9	10	11	12	13

ANNEXURE—IV

FOREIGN AGRICULTURAL SERVICE US DEPARTMENT OF AGRICULTURE WASHINGTON 25, D.C.	COUNTRY.....INDIA AUTHORISATION No. 39-145
AUTHORISATION TO PURCHASE SURPLUS AGRICULTURAL COMMODITIES WITH FOREIGN CURRENCY (TITLE I, P.L. 480).	AGREEMENT DATE. September 30, 1964 as amended December 31, 1964.

BASED ON APPLICATION No.	Date	AUTHORISED AMOUNT
39-145-A.	Jan.26,1965	$ 9,900,000.

DESCRIPTION OF COMMODITY	CONTRACTING PERIOD	
INEDIBLE TALLOW(As described in Section I of the attached Special Provisions.).	From March 25, 1965	To May 31, 1965 (incl.)
	DELIVERY PERIOD.	
	From March 25, 1965	to June 30, 1965(incl.)

The importing country is hereby authorised to enter into contracts for the agricultural commodity named above subject to the provisions of the Regulations Governing the Financing of Comercial Sales of surplus Agricultural Commodities for Foreign Currencies (24/Fedral Register 8825) and any amendments thereto in effect on the date hereof, and subject to the terms, conditions, and special provisions specified herein or attached hereto.

Commodity Credit Corporation will finance the procurement of the above commodity by issuing letters of commitment, not in excess of the amount indicated above, to the United States banking institutions designed by the importing country.

2. This authorisation is based on application number shown above. The representations, assurances, and conditions set forth in that application are incorporated herein.

(6 pages).

SIGNATURE FOR THE ADMINISTRATION FOREIGN AGRIULTURAL SERVICE U.S. DEPARTMENT OF AGRICULTURE. Sd/-	DATE OF ORIGINAL AUTHORISATION March 18,1965

ACCEPTANCE OF THE IMPORTING COUNTRY
This authorisati on is hereby accepted

FOR THE GOVERNMENT OF India	By (Authorised Signature)	DATF March 18,1965.

Authorisation No. 39-145 COUNTRY-INDIA.

INEDIBLE TALLOW

Special Provisions:—

1. **Quantity and Commodity.**—Approximately 42,7000 M. Tons of Inedible tallow in bulk or 50-55 gallon new or reconditioned drums.

2. **Contracting.**—Only contracts between importers and suppliers entered into on or after 7 calendar days after the date of issuance of this authorisation and on or before May 31, 1965, will be eligible for financing hereunder. The Government of India shall instruct its importers to contract in accordance with the Regulations and the provisions of this authorisation.

(a) The supplier shall, immediately after the date of export sale, furnish a written or telegraphic notification of sale to the office of the General Sales Manager, Foreign Agricultural Service, U.S. Department of Agriculture, Washington, D.C. 20250. Written notification of any contract amendments shall also be furnished to the General Sales Manager, immediately after the date of the amendment. If the supplier fails to furnish the notification within 5 days after the date of export sale, or the date of an amendment to the contract if applicable, CCC, shall have the right to refuse to finance the sale under the programme. The following information shall be included in the written notification of the sale:—

(i) Supplier's name and address.

(ii) Purchase authorisation number.

(iii) Name of importer.

(iv) Sales contract or order number, if any.

(v) Date of sale.

(vi) Complete commodity description—(Contract specification).

(vii) If other than bulk shipment, show complete pack and package material specification.

(viii)) Quantity expressed on contract units and in pounds.

(ix) Price per contract unit and per pound.

(x) Delivery terms (f.o.b., f.a.s., etc.) and coastal range of export (specify Pacific, Gulf, Atlantic, Great Lakes or St. Lawrence River Port and any option to be exercised by the exporter and/or the foreign importer).

(xi) Contract delivery schedule.

(xii) Percentage of sales commission, if any, included in price.

(xiii) Name and address of sales agency, if any.

(xiv) A statement as to whether the supplier is, or is not, an affiliate of the importer.

(xv) If the supplier is an affiliate of the importer the supplier shall furnish the price information required by Section 11, 11 of the Title I, Public Law 480 Regulation.

INEDIBLE TALLOW

The supplier will be notified by letter or telephone, if requested, from the Office of the General Sales Manager promptly after receipt of the notification of sale as to whether or not price and commission are approved for financing.

(b) Contracts between suppliers and importers made subject to this purchase authorisation shall be deemed to be conditioned on the approval of the contract price(s) by the Foreign Agricultural Service, United States Department of Agriculture.

(c) Purchase under this Authorisation may be made through negotiation with a supplier or suppliers of the importer's choice or by requesting the submission of competitive offers. If competitive offers are requested, the importer's request shall not limit the right to submit offers to any specified group or class of suppliers but shall permit submission of offers by any supplier qualified under Section 11.4(c) (2) of the Title I, Public Law 480 Regulations.

(d) *Quality.*—Description shall be as defined in the "Rules of the New York Produce Exchange for Animal Oils and Fats" (Export Contract

for Bulk Tallows and Greases) that are in effect the date the contract is entered into. The minimum quality eligible for financing hereunder shall be "special Grade". In the class of "Special Grade" inedible tallow, no tolerance will be applicable. If the contract provides for "Prime Grade" or better, tolerances and discounts as provided in the NYPF rules will apply.

(i) Ten (10 days prior to sampling the supplier must furnish contract specifications regarding quality, in duplicate, to the Program Operations Division, FAS, USDA, Washington, D.C., 20250, together with the name and address of the persons, firms, or agency that will perform the sampling and analysis service and the location of the tallow and date available for sampling.

(e) *Kind of Drums.*—The drums must be new or reconditioned.

(f) *Sampling and Analysis:*

(i) The drawing of samples and laboratory analysis may be performed by the Meat Grading Branch, Livestock Division, C&MS, USDA, or by independent surveyors and commercial laboratories mutually agreeable to the importer and the supplier.

If the services are performed by independent surveyors and commercial laboratories, FAS may at any time request the Meat Grading Branch, Livestock Division, C&MS, USDA, to draw check samples and perform check analyses. The cost of such check sampling and analyses will be for the account of CCC.

(ii) In the case of tallow in drums, samples must be obtained at the time of filling drums. Samples shall be drawn from at least 5 percent of the drum but in all cases the higher of 10 drums or 5 percent of the total drums in the lot shall be sampled. The samples drawn from each 1,000-drum lot or portion thereof shall be composited and a single sample drawn from the composited sample for analyses.

(iii) In the case of bulk tallow, the samples shall be obtained in accordance with American Oil Chemists' Society Method C 1-47.

(g) *Weighing.*—Determination of weight shall be by an independent Welghmaster or independent Surveyor or by the Meat Grading Branch, Livestock Division, C&MS, USDA.

(i) *Bulk Tallow.*—The weight shall be determined at the time of loading abroad vessel.

(ii) *Tallow in Drums.*—The weight shall be determined at the time of filling drums.

(h) *Surveying of Containers.*

(i) Suitability of the tanks, holds, or drums for export shall be determined by an independent surveyors or by the Meat Grading Branch, Livestock Division, C&MS, USDA.

(ii) *Bulk Tallow.*—Each tank or hold into which the tallow is to be loaded shall be examined by an independent surveyor or by the Meat Grading Branch, Livestock Division, C&MS, USDA, prior to loading to determine that the tanks are clean and in such condition as not to contaminate the product and that the tank is otherwise acceptable for receipt of tallow.

(iii) *Tallow in Drums.*—Drums shall be examined, prior to filling, by an independent surveyor or the Meat Grading Branch. Livestock Division, C&MS, USDA. The drums shall be new or reconditioned and shall be rejected if (1) mechanically unsound, (2) contaminated with previous contents, or (3) printed with labels or markings for other commodities. The weight of each drum shall be determined at the time of inspection for the purpose of establishing the tare weight.

(i) Markings requested by the importer shall be stenciled on the drums and shall include the name or symbol of the supplier, Purchase Authorization No. 39-145 (India) and the word "Inedible".

(j) Where an agency or corporation, owned or controlled by the Government of the importing country, is acting as supplier, CCC financing of commodity shall not be in excess of the initial cost to such agency for acquisition from U.S. sources plus any cost of transportation to point of loading to vessel which is not included in the initial cost to such agency.

(k) No commission paid or to be paid to any agency or corporation owned or controlled by the Government of the importing country will be eligible for financing, whether included in the price of the commodity or separately stated.

(l) In the event CCC is unable to ascertain the prevailing range of export market prices for the commodity as provided for in Section II, II of the Title I, Public Law 480 Regulations, CCC will determine a maximum export market price for the commodity at the time of sale for the time and place of delivery, utilizing as needed available domestic or export market information for the same or other, quality descriptions, packagings, locations, and dates, applying appropriate market differentials where applicable and such other factors as would be reflected in the export market price at the time of sale for the time and place of delivery, taking into account CCC, export sales prices where appropriate.

(m) The supplier shall state in Block 21 of Form CCC 329 the contract delivery periods or dates and quantities covered by the entire contract.

(n) The supplier shall state in Block 21 of Form CCC 329 either: "I am an affiliate of the importer," or "I am not an affiliate of the importer".

3. *Delivery.*—To importer f.a.s. vessel, U.S. port (s) in the case of tallow in drums, and f.o.b. vessel, U.S. port(s) in the case of tallow in bulk, Shipments from U.S. port(s) may be made on or after 7 calendar days after the date of issuance of this authorization, but not later than June 30, 1965.

4. *Documentation.*—The documentation required by the Regulations and the following:

(a) A letter signed by the General Sales Manager, Deputy General Sales Manager, or Assistant General Sales Manager, Foreign Agricultural Service, United States Department of Agriculture, by which the supplier will have been notified that the price and commission are approved for financing shall be submitted to the U.S. Bank with the documents covering the first transaction under the contract. The unit price shown on the letter to the supplier from the Office of the General Sales Manager. For subsequent transactions under the same contract, the supplier shall certify on the detailed invoice as follows:

"I hereby certify that the signed letter of notification of price and commission approved was submitted to (*Name of U.S. Bank* with documents covering Invoice No. ———— dated ———— for $———————— "

(b) One copy of a weight Certificate or Survey Report issued by an independent weighmaster or an independent surveyor or Meat Grade Certificate (LS-5 Work "Grade" deleted) issued by the Meat Grading Branch, Livestock Division, C&MS, USDA.

(c) In the case of bulk tallow the Survey Report issued by an independent surveyor or a Meat Grade Certificate (LS-5 word "Grade" deleted) issued by the Meat Grading Branch, Livestock Division, C&MS, USDA shall state that ship's tank(s) was examined and found suitable for receipt of the tallow.

(d) In the case of tallow exported in drums, one copy of an independent Surveyor's Certificate or one copy of a Meat Grade Certificate (LS-5 word "Grade" deleted) issued by the Meat Grading Branch, Livestock Division, C&MS, USDA, stating that the drums were either new or reconditioned, and that the drums were in conformance with contract specifications, and the provisions of Section 2(h)(iii) of this authorisation were complied with.

(e) One copy of a Meat Grade Certificate (LS-5 Word "Grade" deleted) issued by the Meat Grading Branch of the Livestock Division, Consumer and Marketing Service, USDA, or one copy of a laboratory Report issued by a commercial laboratory.

(f) The supplier must present documentation required by CCC to the U.S. bank for immediate payment of, or for acceptance of a time draft. No transaction under a letter of Credit, which provides for deferred presentation of documentation required by CCC, shall be eligible for financing.

(g) The CCC copy of the supplier's detailed invoice shall include the following certification:

"The undersigned hereby certifies that the commodity for which payment is claimed herein was not acquired by the supplier from Anthony DeAngelis, Adolf Gobel, Inc., Allied Crude Vegetable Oil Refining Corporation, Atlantic Industries and Terminal, Inc., Chicago Refining Corporation, Continental Refining and Packaging Company Inc., Eastern Edible Refining Corporation, Metropolitan Fats and Oils Company, Inc., Metropolitan Shortening Corporation, Queens Shortening and Refining Corporation, Riverside Shortening Corporation, Shortening Corporation of America Inc., Trans-world Refining Corporation, or Universal Automated Industries, Inc..

5. **Deposit of Local Currency.**—The amount of Indian rupees to be deposited by the Government of India with the United States Disbursing Officer, United States Embassy, New Delhi, India, shall be equivalent to the dollar sales, value of the commodity financed by the Government of the United States, converted into Indian rupees at the rate for dollar exchange applicable to commercial import transactions on the date of dollar disbursements. Deposits shall be made in accordance with Section II.4(d)(10) of the Regulations. The documentation to be furnished to the United States Disbursing Officer for each deposit shall be in duplicate.

6. **Ocean Transportation.**—Unless otherwise authorised by the Director, Program Operations Division, Foreign Agricultural Service, U.S. Department of Agriculture, Washington, D.C., 20250, at least 50 percent of the tonnage of the commodity purchased hereunder will be required to be shipped on privately-owned United States-flag commercial vessels in accordance with the provisions of Public Law 664, 83rd Congress. Advance approval of charters and bookings must be obtained. This may be done by telephone (DUdley 8-4314 or DUdley 8-4315) or telegram, provided Form CCC 105 confirming the information supplied by telephone or telegram is furnished promptly. Form CCC 106, "Advice of Vessel Approval", will be issued by USDA for each vessel approved and will indicate whether or not the cost of ocean transportation will be financed by CCC, and whether or not a Notice of Arrival will be required as a condition of payment. If the Form CCC 106-2 indicates that the cost of ocean transportation will be financed by CCC, the Government of India may obtain reimbursement for such ocean transportation cost under Ocean Transportation Authorization No. 39-145-O.T.

7. **ASCS Office.**—The ASCS Office which will administer this financing operation on behalf of CCC is:

New York Field Office—U.S. Department of Agriculture.
Fiscal Division, ASCS
80, Lafayette Street,
New York, New York 10013.

FOR INFORMATIONAL PURPOSES OF UNITED STATES SUPPLIERS ONLY

Indian Supply Mission

2536 Massachusetts Avenue, N.W.

Washington, D.C. 20008

(Telephone: Columbia 5-5200).

Inquiries with respect to the authorization may be directed to the Program Operations Division, Foreign Agricultural Service, United States Department of Agriculture, Washington, D.C. 20250. (Telephone: DUdley 8-6463 or DUdley 8-6839).

ANNEXURE V

FAS Form 480—A (Ocean Transportation) (2-1-60) Foreign Agricultural Service U. S. Department of Agriculture, Washington 25, D.C.		Country India
		Ocean Transportation Authorisation No. 39-145 O.T.
AUTHORIZATION TO PROCURE OCEAN TRANSPORATION (Title I.P.L. 480)		Agreement Dated September 30, 1964 as amended December 31, 1964
Based on Application No. 39-145-A	Dated Jan, 25, 1965	Authorized Amount $900,000
Commodity	DELIVERY PERIOD	
Tallow	From March 25, 1965	To June 30, 1965 (Incl.)

The importing country is hereby authorised to procure ocean transportation, subject to the provisions of the Regulations governing the Financing of Commercial Sales of Surplus Agricultural Commodities for Foreign Currencies (24 Federal Register 8825) and any amendments thereto in effect on the date hereof, and subject to the terms, conditions, and special provisions specified herein or attached hereto.

1. Commodity Credit Corporation will reimburse under this authorization up to the amount indicated above and for the dollar cost of ocean transportation of the tonnage of the above named commodity which is covered by the maximum quantity figures shown on Forms CCC-106 bearing the number of this authorization and which is shipped on the vessels named in such forms. Such reimbursement will be made upon submission to the Fiscal Division, CSS, U.S. Department of Agriculture, Washington 25, D.C. of the documents required under Section 11.9(b) of the Regulations.

2. This authorization is based on application number shown above. The representations, assurances, and conditions set forth in that application are incorporated herein.

3. Special Provisions:

(a) *Adjustment Refunds*: Suppliers shall report all adjustment refunds to the Controller, CCC. Upon demand by CCC the importing country shall pay to CCC an amount in dollars equal to the dollar value of such adjustment refunds. CCC will refund foreign currency by the method provided for in Section 11.4(d)(9)(ii) of the Regulations.

(b) *Deposit of Foreign Currency*: The amount of Indian rupees to be deposited by the Government of India with the United States Disbursing Officer, United States Embassy, New Delhi, India, shall be equivalent to the dollar value of the ocean transportation costs reimbursed by the Government of the United States converted into Indian rupees at the rate for dollar exchange applicable to commercial import transactions on the date of dollar disbursements. Deposits shall be made in accordance with the Section 11.4(d)(10) of the Regulations. The documentation to be furnished to the United States Disbursing Officer for each deposit shall be in duplicate.

(c) *Additional Documentation*: In addition to the information required by Section 11·9(b)(3) of the Regulations to be shown on the suppliers detailed invoice, such invoice shall contain the following typed or stamped certification executed by the supplier: "The undersigned hereby certifies that the vessel named herein and for which the cost of ocean freight is claimed, qualifies as a privately-owned United

States-flag commercial vessel within the requirements of Public Law 87-266 and is an eligible U.S. flag vessel for the purposes of Public Law 664."

(d) *Financing*: The cost of lighterage and/or lightening at discharge ports will not be eligible for CCC financing.

Signature for the Administration, Foreign Agricultural Service U.S. Department of Agriculture. Sd/-	Date of original Authorization March, 18-1965

ACCEPTANCE OF THE IMPORTING COUNTRY This authorisation is hereby accepte d.

For the Government of India	By (Authorized signature)	(Date Mar 18, 1965)

P. SABANAYAGAM,
Chief Controller.
of Imports and Exports

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